

Return To: **M&F BANK**
6543 GOODMAN RD
OLIVE BRANCH, MS 38654

This document was prepared by: **MERCHANTS & FARMERS BANK**
P.O. BOX 520
KOSCIUSKO, MS 39090

(name, address, phone number)

_____ State of Mississippi _____ Space Above This Line For Recording Data _____

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 11-21-2006
_____. The parties and their addresses are:

GRANTOR: **DAVID INGRAM BUILDERS, INC., A MISSISSIPPI CORPORATION**
1929 INGRAM COVE
OLIVE BRANCH, MS 38654

TRUSTEE: **L. SCOTT PICKLE**
P.O. BOX 520
KOSCIUSKO, MS 39090

LENDER: **MERCHANTS & FARMERS BANK**
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI
P.O. BOX 520
KOSCIUSKO, MS 39090

BACKGROUND. Grantor and Lender entered into a Security Instrument dated 10-24-2005
_____ and recorded on 03-08-2006 _____. The
Security Instrument was recorded in the records of DESOTO
_____ County, Mississippi at BOOK 2425 PAGE 154

_____. The property
is located in DESOTO _____ County at LOT 39 ESTATES OF SOUTHERN TRAILS, OLIVE BRANCH, MS
38654

Described as: SEE ATTACHED EXHIBIT "A"

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MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.) DAVID INGRAM BUILDERS INC.

NOTE #1781845
IN THE AMOUNT OF \$318,400.00
MATURITY DATE 05/21/2007
INTEREST ACCRUES AT A VARIABLE RATE

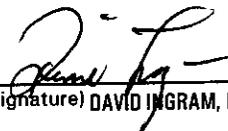
MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ 318,400.00 which is a \$ _____ increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR: DAVID INGRAM BUILDERS, INC.

 _____ (Signature) DAVID INGRAM, PRESIDENT	_____ (Date)	_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)

LENDER: MERCHANTS & FARMERS BANK

By  _____

ACKNOWLEDGMENT:

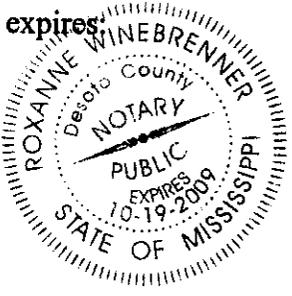
STATE OF MS

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of November, 2006, within my jurisdiction, the within named DAVID INGRAM, who acknowledged to me that he/she is PRESIDENT, OF DAVID INGRAM BUILDERS, INC A MISSISSIPPI CORPORATION AND THAT FOR AND ON BEHALF OF SAID MISSISSIPPI CORPORATION, HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID MISSISSIPPI CORPORATION SO TO DO.

My commission expires:

(Seal)



Roxanne Winebrenner
(Notary Public)

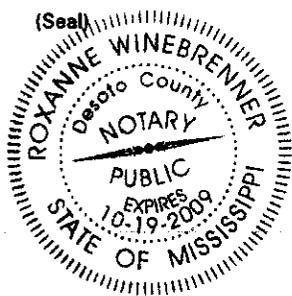
ACKNOWLEDGMENT:

(Lender) STATE OF MISSISSIPPI, COUNTY OF DeSoto) ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of November, within my jurisdiction, the within named Allen Lyon

who acknowledged that he is an officer of MERCHANTS & FARMERS BANK - OLIVE BRANCH A MISSISSIPPI CORPORATION AND THAT FOR AND ON BEHALF OF SAID CORPORATION, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.

My commission expires:

(Seal)



Roxanne Winebrenner
(Notary Public)